

April 12, 2004

Jeffrey M. Bernstein, Esq.
Bernstein, Cushner & Kimmell, P.C.
Attorneys at Law
585 Boylston Street, Suite 400
Boston, MA 02116

Re: Cape Light Compact, D.T.E. 04-32

Dear Mr. Bernstein:

Enclosed please find the Department of Telecommunications and Energy's second set of information requests to Cape Light Compact in the above-captioned matter. Please submit responses on or before Tuesday, April 20, 2004. If you have any questions regarding these requests, please contact me at (617) 305-3624.

Thank you for your prompt attention to this matter.

Sincerely,

Kevin F. Penders
Hearing Officer

Enc.

cc: Mary L. Cottrell, Secretary

CAPE LIGHT COMPACT

D.T.E. 04-32

SECOND SET OF INFORMATION REQUESTS OF THE DEPARTMENT OF
TELECOMMUNICATIONS AND ENERGY TO
CAPE LIGHT COMPACT

Pursuant to 220 C.M.R. § 1.06(6)(c), the Department of Telecommunications and Energy (“Department”) submits to the Cape Light Compact the following Information Requests:

INSTRUCTIONS

These instructions apply to this set of Information Requests and all subsequent Information Requests issued by the Department in this proceeding.

1. The “Compact” means the Cape Light Compact, acting on behalf of the Towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Eastham, Edgartown, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, Wellfleet, West Tisbury, Yarmouth, and the Counties of Barnstable and Dukes.
2. “Compact Filing” or “Filing” means all the documents the Compact has filed in this proceeding to date.
3. “Petition” means the document entitled, “Petition for Approval to Enter into a Competitive Electric Supply Agreement as an Opt-Out Municipal Aggregator.”
4. “Program” means the Cape Light Compact Community Choice Program as expanded to provide services for both default service and standard offer service customers pursuant to D.T.E. 04-32.

5. Each request should be answered in writing on a separate three-hole punched page with a recitation of the request, a reference to the request number, the docket number of the case and the name of the person responsible for the answer.
6. Please do not wait for all answers to be completed before supplying answers. Provide the answers as they are completed.
7. These requests shall be deemed continuing so as to require further supplemental responses if the Compact or its witnesses receive or generate additional information within the scope of these requests between the time of the original response and the close of the record in this proceeding.
8. The term "provide complete and detailed documentation" means:

Provide all data, assumptions and calculations relied upon. Provide the source of and basis for all data and assumptions employed. Include all studies, reports and planning documents from which data, estimates or assumptions were drawn and support for how the data or assumptions were used in developing the projections or estimates. Provide and explain all supporting work-papers.
9. The term "document" is used in its broadest sense and includes, without limitation, writings, drawings, graphs, charts, photographs, phono-records, microfilm, microfiche, computer printouts, correspondence, handwritten notes, records or reports, bills, checks, articles from journals or other sources and other data compilations from which information can be obtained and all copies of such documents that bear notations or other markings that differentiate such copies from the original.
10. If the Compact finds that any one of these requests is ambiguous, please notify the Hearing Officer so that the request may be clarified prior to the preparation of a written response.
11. A copy of all responses should be served to Mary L. Cottrell, Secretary of the Department. Additional copies should also be sent directly to: (1) Kevin Penders, Legal Division; and (2) Barry Perlmutter, Electric Power Division.

REQUESTS

- DTE-2-1 If the standard offer service rate in Commonwealth Electric Company's ("Commonwealth") service territory were to decrease from its current level before February 28, 2005, would the Program supplier be required to lower its price to ensure that the Program price is less than the standard offer service rate? If so, please identify where in the Filing this provision is located.
- DTE-2-2 If the standard offer service rate in Commonwealth's service territory were to increase from its current level before February 28, 2005, would the Program supplier be allowed to increase its price? If so, please identify where in the Filing this provision is located.
- DTE-2-3 Will the Compact require the potential suppliers to submit bid prices that remain constant through the remainder of the standard offer service period (i.e., February 28, 2005)? Please discuss fully whether and how the ability of the Compact to enter into an electric supply agreement ("ESA") with one of the suppliers would be affected if the Department were to require that the Program price remain constant through the remainder of the standard offer service period?
- DTE-2-4 What constraints will the Compact place on the potential suppliers regarding the frequency by which their bid prices may change during the period after February 28, 2005? Please discuss fully whether and how the ability of the Compact to enter into an ESA with one of the suppliers would be affected if the Department were to require that Program prices remain constant for six-month periods for the period beginning March 1, 2005?
- DTE-2-5 The Compact's Default Service Pilot Program ("Pilot") includes a provision that the Compact will terminate the ESA if the default service rates in Commonwealth's service territory are lower than the prices included in the ESA. Cape Light Compact, D.T.E. 01-63, Compact Filing at 1 (March 15, 2002). Does the Program include this same provision? If so, please identify where in the Filing this provision is located. If not, explain why such a provision is not included, including a discussion of why this provision was reasonable and feasible for the Pilot, but not for the proposed Program.
- DTE-2-6 The Compact's Pilot includes a provision that a participating customer may exit the Pilot without penalty, but once exiting, is not allowed to rejoin the Pilot for a twelve-month period. D.T.E. 01-63, Compact Filing at 1 (March 15, 2002). Does the Program submitted in this proceeding include this same provision? If so, please identify where in the Filing this provision is located. If not, explain

why such a provision is not included, including a discussion of why this provision was reasonable and feasible for the Pilot, but not for the proposed Program.

- DTE-2-7 Refer to the Compact's response to Information Request DTE-1-2 and the Compact's Filing at § 21. Has the Compact developed an algorithm (e.g., a computer model) that it will use to evaluate each supplier's bids? If so, please describe fully the algorithm and submit all supporting documentation. If not, please provide a full description of how the Compact will evaluate the bids.
- DTE-2-8 Please provide documentation demonstrating the expertise of Resource Insight, the technical consultant that will assist the Compact in the evaluation of the suppliers' bids (see Compact response to Information Request DTE-1-2).
- DTE-2-9 Refer to the Compact's response to Information Request DTE-1-4. Please identify the sources the Compact will use to ascertain projections of future market prices and provide all supporting documentation.